Administration Division 703.746.4770 FAX 703.519.3332

Facilities Maintenance Division 703.838.4624 FAX 703.838.4932

> Printing Services 703.746.4002 FAX 703.838.4948



#### DEPARTMENT OF GENERAL SERVICES

110 North Royal Street, Suite 300 Alexandria, Virginia 22314 alexandriava.gov Fleet Services Division 703.746.3250 FAX 703.746.3246

Capital Projects Division 703.746.4770 FAX 703.519.3351

Mailroom Services 703.746.3999 FAX 703.838.4948

# REQUEST FOR QUALIFICATIONS FOR REAL ESTATE CONSULTING SERVICES

The City of Alexandria is soliciting a Request for Qualifications from interested persons and/or firms for the provision of real estate consulting service, as more particularly described herein. The subject properties have been designated as Surplus by the Alexandria City Council. Through a Request for Qualification (RFQ) process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a response in accordance with the procedure and schedule in this RFQ. The City will review Qualification Statement responses to this RFQ only from those persons and/or firms that submit a Qualification Statement which includes all the information required to be included as described herein.

The City intends to qualify and select not more than five (5) person(s) and/or firm(s) that (a) possesses the professional, financial and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

Minimum pricing for properties to be sold will be set by either an appraisal or city real estate assessment. The selected listing agent will receive a standard 3% sales commission, paid from the proceeds of the sale at closing. Commission for the purchaser's agent will not exceed 3%.

In compliance with City procurement standards, you are asked to respond to the questions below and return your responses to the Department of General Services by April 25, 2011. City staff will review all responses and select the most responsive and qualified agents. Qualified agents will be selected for projects using a rotating selection process. The initial rotation list will be set by raffle. A list of surplus properties that are for sale by the City of Alexandria can be found on the Departmental webpage of the City's website at <a href="http://alexandriava.gov/generalservices/info/default.aspx?id=45620">http://alexandriava.gov/generalservices/info/default.aspx?id=45620</a>. Please submit any question about this listing opportunity in writing to <a href="linda.dickerman@alexandriava.gov">linda.dickerman@alexandriava.gov</a>. Responses will be provided to all agents, via email, registered as having received this solicitation.

#### APPROACH AND TIMELINE

The services to be provided will include the following property sale activities:

- 1. Marketing, including listing the property in the Multiple Listing Service (MLS)
- 2. Provide assistance to the City in showing available properties.
- 3. Prepare purchase agreement or lease.

- 4. Work with City to prepare for and attend closing.
- 5. Prepare progress reports and attend progress meetings with Department of General Services.

CONTRACT TERM: 2 Years

#### **EVALUATION CRITERIA**

The following criteria will be considered in reviewing submittals. Responses that do not include all of the applicable requirements will not be evaluated.

A panel selected by the Department of General Services will evaluate responses received. Other officials and consultants of the City may also examine the responses. The appointed Contract Specialist will attend all meetings as a non-voting liaison.

The factors to be considered in the evaluation of responses are listed below. The City believes all these items to be of importance. The total possible number of points for each evaluation factor is shown in the parenthesis.

Experience and Capacity

(75)

This will include experience in listing, marketing and selling real estate in the City of Alexandria. Experience of working with and for local governments will also score higher points in this area.

Client References

(25)

How cooperative and easy to work with was the firm during the submittal process, schedules, etc.?

How satisfied were you with the firm's point of contact?

How timely and effectively did the firm address your questions and/or concerns?

How successful was the person (firm) in selling the property(ies)?

Would you utilize this firm for other realtor needs?

Total number of possible points (100)

The City reserves the right to waive any defect or omission in any response that does not materially affect the terms of the response to this RFQ. Further, the City reserves the right to reject any and all responses.

### REQUIRED DOCUMENTS

Your Qualification Statement must include the following information:

- 1. The firm's legal name, copy real estate license, address, and telephone number.
- 2. The principal(s) of the firm and their experience and qualifications, and the experience and qualifications of the staff available to be assigned to the project in real estate industry and in Alexandria market.
- 3. Ability to market unit. Identify tools/resources to be used in getting widest possible exposure to eligible buyers.

- 4. Three references to include the contact information, name, email address and telephone number.
- 5. The proposed work plan and schedule for activities to be performed, including estimated hours per task.
- 6. Signed submittal cover document.
- 7. Register as a vendor on the City of Alexandria eProcure system. (https://eprocure.alexandriava.gov/bso/).
- 8. A copy of the firm's real estate sales contract/agreement.

### **SUBMITTAL**

RFQ responses must be signed and submitted via (5) original hard copies and one electronic copy via USB Memory Device. Documents must be in a clear legible 12 point font and 8.5x11 inch format. Incomplete submittals will not be considered. All items submitted to the City in response to this RFQ are considered to be the property of the City of Alexandria and will not be returned.

#### SUBMISSION DEADLINE

5:00 P.M.

April 25, 2011(Extended to May 25, 2011)

### LABEL ALL PROPOSALS TO:

Linda Dickerman Lease Management Assistant Department of General Services 110 North Royal Street Suite 300 Alexandria, VA. 22314

Note: Respondents must adhere to the Submittal Requirements. Failure to comply with the instructions of this RFQ will be cause for rejection of submittals.

	Anticipated Procurement Schedule	Activity Date	
1	Issuance of Request for Qualifications	April 12, 2011	
	Receipt of Qualification Statements	May 25, 2011	
	Completion of Evaluation of Qualification Statements	May 30, 2011	
4.	Designation of Qualified Respondent(s)	May 30, 2011	

#### SUBMITTAL COVER LETTER

Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter.

[insert date] Attn: Timothy E. Wanamaker Deputy Director Department of General Services 110 North Royal Street, Suite 300 Alexandria, VA 22314

Dear Mr. Wanamaker:

The undersigned have reviewed the attached response submitted in response to the Request for Qualifications (RFQ) issued by the City of Alexandria (City), dated April 12, 2011, in connection with the City's need for Real Estate Consulting Services.

We affirm that the contents of our Qualification Statement (which is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)	(Signature of Chief Financial Officer)
(Typed Name and Title)	(Typed Name and Title)
(Typed Name of Firm)	(Typed Name of Firm)
Dated	Dated

<sup>\*</sup>If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.

# REQUEST FOR QUALIFICATION (RFQ) REQUIRED SUBMITTAL

## CITY OF ALEXANDRIA INSURANCE CHECKLIST

I understand the Insurance Requirements and will submit a Certificate of Insurance to the City if awarded this contract in the amount and type as set forth below. See continuation sheets for explanation.

Items marked "X" are required to be provided by bidder if contract award is made to your firm.

X		REQUIRED COVERAGES	LIMITS (figures denote minimum coverage required)
X	1.	Worker's Compensation and Employer's Liability Required when Contractor: A. Has 10 or more employees. B. Performs service/task on City property. C. Uses subcontracted workers- Subcontractors must supply coverage. D. Works on or along the river.	Statutory limits of Commonwealth of Virginia for workers' compensation \$100,000 accident; \$100,000 disease; \$500,000 limit disease for employer's liability.  USL&H Endorsement needed and Jones Act coverage for work along and on the river.
X	2.	Commercial General Liability Required when Contractor: A. Performs a service on City property that requires equipment, tools, machinery, or other property NOT owned/leased by the City. B. Must block or protect access to work area during contract. C. Gains access to secure areas. D. Manufactures, sells or distributes a product (including food, beverage).	\$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Includes the following endorsements: Premise/Operations; Independent Contractors; Broad Form Property Damage; Products and Completed Operations; Contractual Liability, Liability \$1,000,000 general aggregate, if applicable; Personal Injury, \$1,000,000 each offense/ aggregate; X, C, U Coverage (for remodeling, upgrade or construction work).
X	3.	Automobile Liability Required when Contractor: A. Drives to/from multiple locations during the day-remote exposure. B. Drives with City employee/other guests. C. Drives to deliver product, equipment and performs other tasks in contact.	\$1,000,000 combined single limit for bodily injury and property damage; Includes the following: Owned, Hired and Non-Owned; and \$5,000,000 Motor Carrier Act Endorsement, when applicable.
X	4.	Property Coverage Required when Contractor: A. Uses their own personal property or equipment on City Property. B. Store or leaves equipment or personal property on City Property. C. Uses materials for building NOT owned by City until installed.	Commercial Property Policy: Provide replacement cost coverage for Contractor's property that is stored or used on City property. Includes "All Risk" endorsement and Acts of God.  Contractor's Equipment Floater: Provide coverage for Contractor's mobile equipment, including road building machinery, steam shovels, hoists, and derricks used on the job by builders of structures, roads, bridges and tunnels.
X	5.	Crime Policy Required when Contractor: A. Collects money, securities or other property on behalf of City. B. Requires the use of City money, securities, or negotiable property to be in Contractor's care, custody and control OFF City premises. C. Has access to computer systems that could involve extortion, theft or monies or securities or other negotiable property.	Coverage for perils of burglary theft, robbery and employee dishonesty involving money, securities and other property.  \$ limit for Form A through H and Form Q through R.

# **City of Alexandria Insurance Checklist**

x	6.	Professional Liability Required when: A. Contractor must maintain a license or special degree. B. Services requires high level of expertise or knowledge in a particular field to require certification or licensing.	\$2,000,000 bodily injury and property damage coverage for specialists in contracted professional fields (accountants, engineers, architects, attorneys, physicians, insurance brokers/agents, etc.).  Coverage for Errors and Omissions shall be included in policy.
Х	7.	Umbrella	\$1,000,000 bodily injury and property damage and personal injury.
	8.	Garage Liability	\$1,000,00 bodily injury and property damage each occurrence Garagekeepers' legal liability; Indicate limit \$ Comprehensive Indicate limit \$ Collision
Х	9.	City of Alexandria named as additional insured other coverages the City may possess.	on other than Worker's Compensation and Auto. This coverage is primary to all
	10.	Other insurance required.	
Х	11.	Thirty (30) Days Cancellation, non-renewal, mato be eliminated from the Notice of Cancellation	aterial change or coverage reduction notice required. The words "endeavor to" are non standard ACORD certificates.
Х	12.	Best's Guide rating: "A" IV or better, or its equi-	valent.
Х	13	The Certificate(s) of Insurance shall state Bid N	Number and Bid Title.

Company Name		

# REQUEST FOR QUALIFICATION (RFQ) PART 2 (continuation sheet) FORM "A" INSURANCE

(Review this section carefully with your insurance agent <u>prior</u> to bid submission. See "Insurance Checklist" for specific coverage requirements applicable to this contract).

#### I. General Insurance Requirements:

- 1. The successful bidder shall not start work under this contract until the successful bidder has obtained at his/her own expense all of the insurance required under this contract and such insurance has been approved by the City of Alexandria (City); nor shall the successful bidder allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful bidder. Approval of insurance required of the successful bidder and subcontractors for the City will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 2. The successful bidder shall require all subcontractors to maintain during the term of this agreement, Comprehensive (or Commercial) General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverages as indicated in Attachment 4, in the same manner as specified for the successful bidder. Upon request, the successful bidder shall furnish immediately subcontractors' certificates of insurance to the City.
- 3. All insurance policies required under this contract shall include the following provision: "It is agreed that this policy is not subject to cancellation, non renewal, material change, or reduction in coverage until 30 days prior written notice has been given to the Purchasing Agent for the City of Alexandria, Virginia." The words "endeavor to" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 4. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the successful bidder, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.
- 5. The City of Alexandria (including its officers, agents and employees) is to be listed as an <u>additional insured</u> under all coverage except Workers' Compensation, Automobile Liability, and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this paragraph **shall be primary with respect to the City, its officers, agents and employees**.
- 6. The successful bidder shall provide insurance as specified in the "City of Alexandria, Virginia Insurance Checklist".
- 7. The successful bidder covenants to save, defend, keep harmless and indemnify the City and all of its officers, agents and employees (collectively the "City") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful bidder's performance or nonperformance of the terms of the contract documents or its obligations under the contract. This indemnification shall continue in full force and effect until the Successful Bidder completes all of the work required under the contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the City for which the City gives notice to the successful bidder after the City's final acceptance of the work.
- 8. The successful bidder shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the contract. The Successful Bidder assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 9. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the City shall have the absolute right to terminate the contract without any further obligation to the successful bidder shall be liable to the City for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the contract at the time of termination.
- 10. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project. The successful bidder shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The successful bidder shall be fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.
- 12. Precaution shall be exercised by the successful bidder at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful bidder and its subcontractors. The successful bidder shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.
- 13. If the successful bidder does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the City's Purchasing Agent, may be considered. Written request for consideration of alternate coverage shall be received by the City's Purchasing Agent at least (10) ten working days prior to the date set for opening the bids. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for bid openings.
- 14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the City. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class IV" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption, in the same manner as described in paragraph 13 above.
- 15. The City will consider deductible amounts as part of its review of the financial stability of the bidder. Any deductibles shall be disclosed in the proposal and all deductibles will be assumed by the successful bidder.

# REQUEST FOR QUOTATION (RFQ) PART 2

# (continuation sheet) FORM "A" INSURANCE

#### II. Successful Bidder's Liability Insurance - "Occurrence" Basis:

- 1. The successful bidder shall purchase and maintain in a company or companies authorized to do business in the Commonwealth of Virginia, and acceptable to the City such insurance as will protect the successful bidder and the City from claims set forth below which many arise out of or result from the Successful Bidder's operations under the contract, whether such operations are by the successful bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
  - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful bidder's employees.
  - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful bidder's employees.
  - D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful bidder, or by any other person;
  - E. Claims for damages, other than to the work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle;
- The specific insurance policies required to cover the claims listed above in subparagraph II.1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "City of Alexandria, Virginia Insurance Checklist" contained in the Invitation to Bid documents.
  - A. Comprehensive (or Commercial) General Liability Such Comprehensive (or Commercial) General Liability policy shall include any or all of the following as dictated on the "City of Alexandria, Virginia Insurance Checklist":
    - i. Premises/Operations;
    - ii. Actions of Independent Contractors;
    - iii. Products/Completed Operations to be maintained for two years after completion of the work;
    - iv. Contractual liability including protection for the successful bidder from claims arising out of liability assumed under this contract, and
      - $including\ Automobile\ Contractual\ Liability;$
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse or Underground hazards;
    - vii. Broad Form Property Damage Liability including Completed Operations.
- 3. Commercial Automobile Liability including Uninsured Motorist' coverage.
- 4. Workers' Compensation statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

#### III. Comprehensive (or Commercial) General or other required Liability Insurance - "Claims Made" Basis

- 1. If Comprehensive (Commercial) General or other liability insurance purchased by the successful bidder has been issued on a "claims made" basis, the Successful Bidder shall comply with the following additional conditions. The limits of liability and the extensions to be included as described in the "City of Alexandria, Virginia Insurance Checklist" remain the same. However, the successful bidder shall either:
  - Agree to provide the certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a retroactive date, no later than the beginning of the successful bidder's or subcontractor's work under this contract, or
  - ii. Purchase (an unlimited) extended reporting period endorsement for the policy or policies in force during the term of this contract an evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a certified copy of the endorsement itself.

# REQUEST FOR QUALIFICATION (RFQ) REQUIRED SUBMITTAL

### **REQUIRED REFERENCES**

Bidders shall provide a minimum of three (3) references for whom they have performed comparable contractual services to those specified in this Invitation to Bid. References shall be shown on this Invitation to Bid form in the format provided below.

	Contact Person and Title	
	Telephone Number ()	
	Describe Contract Work	
2)	Name of Company	
	Contact Person and Title	
	Telephone Number ()_	
	Describe Contract Work	
3)	Name of Company	
	Contact Person and Title	
	Telephone Number ()	
	Describe Contract Work	